

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
THE MEADOWS EAST ASSOCIATION

THIS DECLARATION, made on the date hereinafter set forth by COLUMBIA DYNAMICS, INC., hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the holder of certain property in the City of Richland, County of Benton, State of Washington, which is more particularly described on Exhibit "A" attached hereto.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, leased and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each holder thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows East Association, its successors and assigns.

Section 2. "Holder" shall mean and refer to the possessor of a leasehold interest in any lot which is a part of the properties, whether one or more persons or entities, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all property held by the Association for the common use and enjoyment of the holders. The common area to be held by the Association at the time of the conveyance of the first lot is described on Exhibit A attached hereto.

Section 5. No dwelling, barn, or shed, or shelter of any kind shall be placed on any of the property by moving thereon such a structure or building which had earlier been erected at any other location.

No trailer, basement, tent, shack, garage, barn or other out-building erected or placed on the property shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence.

Section 6. No structure or dwelling shall exceed two stories

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in height. Residences shall be single unit dwellings having an enclosed ground floor projected living area of not less than 1,200 square feet for a single floor and not less than 1,000 square feet for split entries, and not less than 1,150 square feet for single floors with a basement. Such area does not include porches, garages, patios, breezeways, etc. No outbuildings shall have a sheltered area greater than that of the dwelling.

Dwellings shall comply with not less than minimum FHA requirements and specifications.

Garages shall be no larger than adequate for three cars.

Any dwelling or other structure erected or placed on the property shall be completed as to external appearance including finished painting within nine (9) months of commencement of construction and shall be connected to the public sewer system. Construction must commence within six (6) months after purchase of lot. Lots will be watered and kept free of noxious weeds until construction commences. Landscaping shall be completed within six (6) months after completion of the dwelling unit.

Section 7. "Declarant" shall mean and refer to Columbia Dynamics, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every holder shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the leasehold to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

No holder, any member of his family, his tenants, or contract purchaser shall reside on the common property or any guest of any owner shall block or cause to block any private driveway on any lot or lots.

Section 2. Delegation of Use. Any holder may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every holder of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the leasehold interest of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all holders with the exception of the Declarant and shall be entitled to one vote for each lot held. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot held. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) On December 1, 1987.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot held within the properties, hereby covenants, and each holder of any lot by acceptance of a lease or other instrument of transfer therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest costs, and reasonable attorney's fees, shall be a charge on the property and appurtenances and shall be a continuing lien upon the property against which each such property at the time when the assessment fell due. The personal

obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residence in the properties and for the improvement and maintenance of the common area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to a holder, the maximum annual assessment shall be \$120.00 per lot.

(a) From and after January 1 of the year immediately following the transfer of the first lot to a holder, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership

(b) From and after January 1 of the year immediately following the transfer of the first lot to a holder, the maximum annual assessment may be increased from ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Thereafter, this shall be the minimum annual assessment and unless raised as hereinafter set forth, shall be adjusted by the consumer price index to allow for inflation but shall be in effect at all times in order to effectuate the purposes herein.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly bases.

Monies received for both annual and special assessments shall be deposited in a savings account until needed for disbursement purposes.

Section 6. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the transfer of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every holder subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and

for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the holder personally obligated to pay the same, or foreclose the lien against all rights of the owner. No holder may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the leasehold interest of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due or from the lien thereof.

ARTICLE V.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the common area until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall be submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement. The association, or any holder, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges not or hereafter imposed by the provisions of this Declaration. Failure by the Association or any holder to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and appurtenances, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot holders, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot holders. Any amendment must be recorded.

ARTICLE VII.

EXTERIOR MAINTENANCE

In the event any holder of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Trustees, the Association, after approval of two-thirds (2/3) vote by the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VIII.

USE RESTRICTIONS

Section 1. Enjoyment of Property. The holders use their respective properties to their enjoyment in such manner so as not to offend or detract from other holders' enjoyment of their own respective properties.

Section 2. In Derogation of Law. No holder shall carry on any activity of any nature whatsoever on his property that is in derogation or in violation of the laws and statutes of the State of Washington. No activities or transactions shall be permitted which are in violation of any City of Richland Codes and Ordinances; unless such activities or transactions are expressly provided for in the approved final development plan for The Meadows Planned Unit Development.

Section 3. Restriction on Parking. No holder shall park trailers, motor homes, boats, trucks or other equipment, vehicles or machinery in the streets and common areas of the development.

Section 4. Pets. Holders shall observe and obey the laws applicable to the residents of the City of Richland pertaining to care, control and husbandry of animals and pets.

Section 5. Commercial Activity. There shall be no commercial activity by the members of this Association within the properties of this Association.

Section 6. Temporary Structures. No structure of a temporary character, such as a trailer or a shack or other outbuildings shall be used on any lot at any time as a residence.

Section 7. Nuisances. No noxious or offensive activity shall be carried on upon any properties, nor shall anything be done thereon which may become a nuisance as such is defined in the laws of the State of Washington.

Section 8. Livestock and Poultry. No animals or livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept according to the provisions of Section 4 hereof.

Section 9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in a sanitary container.

Section 10. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot.

Section 11. Water Supply. No individual water supply system shall be permitted on any lot.

Section 12. In all cases, the setback requirements for front yard, rear yard and side yard shall be accordance with Richland City Codes.

ARTICLE IX

EASEMENTS

Section 1. Common Area. The entire common area shall be subject to an easement of access and enjoyment for all the member holders of the Association.

Section 2. Ingress and Egress. All holders shall have the right to ingress and egress to their respective properties over the common areas and streets of the planned area development.

Section 3. Utilities. All property, both private and the common area, shall be subject to an easement for public utilities of all types.

IN WITNESS WHEREOF, the undersigned, beign the Declarant herein, has hereunto set its hand and seal this 21st day of July, 1977.

Excuted By: Columbia Dynamics, Inc.

Recorded July 26, 1977 under auditor's file no. 733186.

EXHIBIT "A"

Commencing at the monument marking the northeast corner of the south half of the northeast quarter of Section 36, Township 9 North, Range 26 E.W.M.;

Thence south $89^{\circ}21'20''$ west 50.01 feet along the north line of the south half of the northeast quarter to the point of beginning;

Thence continue south $89^{\circ}21'20''$ west along the said north line south half of northeast quarter for a distance of 460.67 feet;

Thence north $00^{\circ}38'40''$ west 250 feet;

Thence south $00^{\circ}38'40''$ east 269.91 feet to a point on a curve to the left;

Thence 99.78 feet along said curve left with a radius of 489.384 feet on a central angle of $11^{\circ}40'55''$ and the chord bearing south $67^{\circ}06'57''.5$ west for a distance of 99.61 feet to the point of tangency;

Thence south $61^{\circ}16'30''$ west 207.39 feet to a point of curvature to the right;

Thence 29.84 feet along said curve right with a radius of 20 feet on a central angle of $85^{\circ}28'44''$ and the chord bearing north $75^{\circ}59'08''$ west for a distance of 27.15 feet to a point on the easterly right of way line of Bellerive Drive, being a point on a curve to the right;

Thence 510.32 feet along said curve right with a radius of 639.836 feet on a central angle of $45^{\circ}41'51.7''$ and the chord bearing south $10^{\circ}23'49.75''$ east for a distance of 496.90 feet to its point of tangency;

Thence south $12^{\circ}27'06.1''$ west 137.785 feet to a point of curvature to the left;

Thence 190.76 feet along said curve left with a radius of 898.165 feet on a central angle of $12^{\circ}10'07.5''$ and the chord bearing south $6^{\circ}22'02.4''$ west to a distance of 190.40 feet to its point of tangency;

Thence south $00^{\circ}16'58.6''$ west 308.011 feet to a point of curvature to the right;

Thence 241.96 feet along said curve right with a radius of 872.112 feet on a central angle of $15^{\circ}53'46''$ and the chord bearing south $8^{\circ}13'51.6''$ west for a distance of 241.18 feet along said easterly line of Bellerive Drive to its point of intersection with the northeast right of way line of the Cascade Natural Gas Corporation Easement;

Thence south $48^{\circ}23'33''$ east 1667.26 feet along said northeast easement line to a point lying north $53^{\circ}14'57''$ west 61.87 feet from the monument marking the southeast corner of the north half of the southeast quarter of said Section 36;

Thence north $00^{\circ}40'11''$ east 1296.79 feet along a line parallel to and 50 feet west of the east line of the said north half of the southeast quarter;

Thence north $00^{\circ}40'42''$ east 1332.48 feet along a line parallel to and 50 feet west of the east line of the said south half of the northeast quarter, Section 36, to the point of beginning, containing an area of 60.855 acres; Benton County, Washington.

Buffer zone on the perimeter of the property shall be installed and maintained in accordance with city standards. The zone will be installed by the developer and maintained by the homeowners association.